Preparer Information: Cedar Rapids Public Works, 515 15th Ave SW, Cedar Rapids, Iowa (319) 286-5802

Taxpayer Information: [NAME], [ADDRESS], Cedar Rapids, Iowa [ZIP] (319)

Return to: [Project Manager], Cedar Rapids Public Works, 515 15th Ave SW, Cedar Rapids, Iowa (319) 286-5801

[TYPE OF IMPROVEMENT]

VOLUNTARY ASSESSMENT AGREEMENT

WHEREAS,      , the undersigned Property Owner, desires that [type of work] improvements be constructed to benefit the property hereinafter described, the general description and location of said improvements being as follows:

[Type of Improvement] Construction at:

GPN#:

Legal Description:

NOW THEREFORE, BE IT AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

As soon as practicable the City of Cedar Rapids, Iowa, shall have the right to cause said above described improvements to be constructed in all respects, as it shall deem appropriate.

In consideration of the construction of the said improvements, the undersigned Property Owner hereby waives Notice thereof, all legal formalities required by the laws of Iowa to be observed by cities in the construction of said improvements where the expense of such improvements is to be assessed, and waives each and every question of jurisdiction. The intention of the Property Owner is to authorize and direct said City to construct the said improvement without any of the formalities or legal proceedings required of cities in constructing like improvements. The express intention of the undersigned Property Owner is that said improvements shall be constructed as aforesaid as if each and every legal requirement pertaining thereto was fully and faithfully observed and performed.

It is further agreed that said City by and through its Council may make assessments against the properties of the undersigned Property Owner for the cost of the construction of said improvements, to the extent of the entire cost of that [type of improvement] and facilities deemed necessary by the City Engineer.

It is also agreed that said assessment so made shall be a lien upon the property hereinafter described, and the undersigned Property Owner hereby agrees to pay the amount which is thus assessed against said property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned Property Owner hereby expressly waives every objection to said assessment. Said Property Owner hereby authorizes the Council of the City of Cedar Rapids, Iowa, to pass any Resolution requisite or necessary to order and secure said improvements, to provide for the construction of the same and to make assessment herein provided for, without further notice to said Property Owner.

The Property Owner agrees to pay to the City of Cedar Rapids all fees associated with recordation of this agreement at the Linn County Recorder’s Office.

The Property Owner agrees to grant to the City of Cedar Rapids, Iowa right-of-way as necessary, for example temporary, permanent, or fee title, to construct the improvements noted herein. The Property Owner agrees to grant the right-of-way within 30 days of receiving written notice from the City of Cedar Rapids.

The Property Owner agrees this Agreement shall be binding upon the Property Owner their successors, and assigns and the sale by the Property Owner of all or any part of said property described above shall transfer obligations of the Property Owner to the successor in interest.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PROPERTY OWNER LOCATION OF PROPERTY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Address of Property Assessed If

Different From Owner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Property Owner

|  |  |  |  |
| --- | --- | --- | --- |
| **ALL-PURPOSE ACKNOWLEDGMENT**  STATE OF  COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), before me, the undersigned, a Notary Public in and for said State, personally      Names(s) of person(s)  To me personally known  **Or**  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.  (Sign Name)  (Print Name)  Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_  (SEAL) |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | **CAPACITY CLAIMED BY SIGNER:**  INDIVIDUAL  CORPORATE  Titles of Corporate Officer(s):      Corporate Seal is affixed  No Corporate Seal procured  PARTNERSHIP: Limited Gen’l  ATTORNEY-IN-FACT  EXECUTOR(s) or TRUSTEE(s)  GUARDIAN(s) or  CONSERVATOR(s)  OTHER:  **SIGNER IS REPRESENTING**:  Names of entity(ies) or person(s) |